

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

BRYSON JONES,

Plaintiff,

v.

CITY OF VALLEJO, et al.,

Defendants.

Case No. 2:24-cv-01199-CSK

ORDER GRANTING MODIFIED
STIPULATED PROTECTIVE ORDER
(ECF No. 25)

The Court has reviewed the parties' stipulated protective order below (ECF No. 25), and finds it comports with the relevant authorities and the Court's Local Rule. See L.R. 141.1. The Court APPROVES the protective order, subject to the following clarification.

The Court's Local Rules indicate that once an action is closed, it "will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL 13237584, at *2 (E.D. Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain

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Case No. 2:24-cv-01199-CSK

STIPULATED PROTECTIVE
ORDER

1 jurisdiction for disputes concerning protective orders after closure of the case). Thus,
2 the Court will not retain jurisdiction over this protective order once the case is closed.
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4 Dated: April 28, 2025

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6 CHI SOO KIM
7 UNITED STATES MAGISTRATE JUDGE

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and MATTHEW KOMODA

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

BRYSON JONES, an individual

Case No: 2:24-cv-01199-CSK

Plaintiff,

**STIPULATED PROTECTIVE ORDER
PURSUANT TO CIVIL LOCAL RULE
141.1**

CITY OF VALLEJO, a municipal corporation; MATTHEW KOMODA, individually and in his capacity as an official officer of the CITY; and DOES 1-50, inclusive, individually, jointly, and severally,

Defendants.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Particularly as this matter arises from an incident that is still under criminal investigation. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as

1 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
2 confidential information under seal; Civil Local Rule 141 sets forth the procedures that must be
3 followed and the standards that will be applied when a party seeks permission from the court to
4 file material under seal.

5 **2. DEFINITIONS**

6 2.1 **Challenging Party:** a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 2.2 **“CONFIDENTIAL” Information or Items:** information (regardless of how it is
9 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
10 of Civil Procedure 26(c), and for which public disclosure is likely to result in particularized harm
11 and violate privacy interests recognized by law. This information may include:

- 12 a. files related to the criminal investigation of the incident while the criminal
13 investigation and review and any consequent criminal proceedings are
14 pending;
- 15 b. juvenile records;
- 16 c. personnel file records of any peace officer;
- 17 d. medical records;
- 18 e. social security numbers and similar sensitive identifying information
19 (unless redacted by order or by agreement of all parties).

20 2.3 **Counsel (without qualifier):** Outside counsel of record where applicable and in-
21 house counsel (as well as their support staff).

22 2.4 **Designating Party:** a Party or Non-Party that designates information or items that
23 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

24 2.5 **Disclosure or Discovery Material:** all items or information, regardless of the
25 medium or manner in which it is generated, stored, or maintained (including, among other things,
26 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
27 responses to discovery in this matter.

1 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent
2 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as
3 a consultant in this action.

4 2.7 In-House Counsel: attorneys who are employees of a party to this action. In-
5 house counsel does not include outside counsel of record or any other outside counsel.

6 2.8 Non-Party: any natural person, partnership, corporation, association, or other
7 legal entity not named as a Party to this action.

8 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
9 action but are retained to represent or advise a party to this action and have appeared in this
10 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
11 that party.

12 2.10 Party: any party to this action, including all of its officers, directors, employees,
13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
15 Material in this action.

16 2.12 Professional Vendors: persons or entities that provide litigation support services
17 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
18 organizing, storing, or retrieving data in any form or medium) and their employees and
19 subcontractors.

20 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
21 “CONFIDENTIAL.”

22 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
23 Producing Party.

24 **3. SCOPE**

25 The protections conferred by this Stipulation and Order cover not only Protected Material
26 (as defined above), but also (1) any information copied from Protected Material; (2) all copies,
27 excerpts, summaries, or compilations of Protected Material that reveal the source of the

1 Protected Material or that reveal specific information entitled to confidentiality as a matter of
2 law; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might
3 reveal Protected Material. However, the protections conferred by this Stipulation and Order do
4 not cover the following information: (a) any information that is in the public domain at the time
5 of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a
6 Receiving Party as a result of publication not involving a violation of this Order, including
7 becoming part of the public record through trial or otherwise; and (b) any information known to
8 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure
9 from a source who obtained the information lawfully and under no obligation of confidentiality
10 to the Designating Party; and (c) any information mentioned or referenced in a deposition or in
11 other pretrial or trial proceedings, unless such portions of testimony have been designated as
12 confidential pursuant to section 5.2 (b) of this order. Any use of Protected Material at trial shall
13 be governed by a separate agreement or order.

14 **4. DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations imposed by
16 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
17 order otherwise directs. The confidentiality obligations imposed by this Order shall remain in
18 full force and effect with respect to records and portions of records redacted or otherwise
19 withheld from public disclosure. Final disposition shall be deemed to be the later of (1) dismissal
20 of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein
21 after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
22 action, including the time limits for filing any motions or applications for extension of time
23 pursuant to applicable law.

24 **5. DESIGNATING PROTECTED MATERIAL**

25 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each Party
26 or Non-Party that designates information or items for protection under this Order must take care
27 to limit any such designation to specific material that qualifies under the appropriate standards.

1 The Designating Party must designate for protection only those parts of material, documents,
2 items, or oral or written communications that qualify – so that other portions of the material,
3 documents, items, or communications for which protection is not warranted are not swept
4 unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
6 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
7 unnecessarily encumber or retard the case development process or to impose unnecessary
8 expenses and burdens on other parties) expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it designated
10 for protection do not qualify for protection, that Designating Party must promptly notify all other
11 Parties that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
13 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
14 Disclosure or Discovery Material that qualifies for protection under this Order should be clearly
15 so designated before the material is disclosed or produced. Where Disclosure or Discovery
16 Material that qualifies for protection under this order is produced to a party that is entitled to
17 access (e.g. medical or criminal history records produced to the subject of those records, or peace
18 officer personnel records produced to the subject officer), the Disclosure or Discover Material
19 need not be designated, however the parties shall take appropriate steps to ensure such materials
20 are not publicly filed or disclosed.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents, but
23 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
24 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only
25 a portion or portions of the material on a page qualifies for protection, the Producing Party also
26 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
27 margins). A Party or Non-Party that makes original documents or materials available for

1 inspection need not designate them for protection until after the inspecting Party has indicated
2 which material it would like copied and produced. During the inspection and before the
3 designation, all of the material made available for inspection shall be deemed
4 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and
5 produced, the Producing Party must determine which documents, or portions thereof, qualify for
6 protection under this Order. Then, before producing the specified documents, the Producing
7 Party must affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If
8 only a portion or portions of the material on a page qualifies for protection, the Producing Party
9 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
10 margins).

11 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
12 Designating Party identify on the record, before the close of the deposition, hearing, or other
13 proceeding, all protected testimony. Alternatively, the Designating Party may designate portions
14 of testimony within 45 days after receipt of the transcript by providing notice to all parties in
15 writing.

16 (c) for information produced in some form other than documentary and for any other
17 tangible items, that the Producing Party affix in a prominent place on the exterior of the
18 container or containers in which the information or item is stored the legend
19 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
20 the Producing Party, to the extent practicable, shall identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate qualified
22 information or items does not waive the Designating Party’s right to secure protection under this
23 Order for such material. Upon timely correction of a designation, the Receiving Party must make
24 reasonable efforts to assure that the material is treated in accordance with the provisions of this
25 Order.

26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of

1 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
2 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
3 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
4 challenge a confidentiality designation by electing not to mount a challenge promptly after the
5 original designation is disclosed.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
7 process by providing written notice of each designation it is challenging and describing the basis
8 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
9 notice must recite that the challenge to confidentiality is being made in accordance with the
10 Protective Order. The parties shall attempt to resolve each challenge in good faith and must
11 begin the process by conferring, in person or by phone or video conference, within 30 days of the
12 date of service of notice. In conferring, the Challenging Party must explain the basis for its belief
13 that the confidentiality designation was not proper and must give the Designating Party an
14 opportunity to review the designated material, to reconsider the circumstances, and, if no change
15 in designation is offered, to explain the basis for the chosen designation. A Challenging Party
16 may proceed to the next stage of the challenge process only if it has engaged in this meet and
17 confer process first or establishes that the Designating Party is unwilling to participate in the
18 meet and confer process in a timely manner.

19 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
20 intervention, the parties shall meet and confer regarding resolution by informal discovery
21 conference. If both parties do not agree to submit the dispute to the Court via informal discovery
22 conference, the Receiving Party shall file and serve a motion to de-designate under Civil Local
23 Rule 251 (and in compliance with Civil Local Rule 141, if applicable) within 21 days of the
24 parties agreeing that the meet and confer process will not resolve their dispute. Each such motion
25 must be accompanied by a competent declaration affirming that the movant has complied with
26 the meet and confer requirements imposed in the preceding paragraph. The burden of persuasion
27 in any such challenge proceeding shall be on the Designating Party.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
3 or produced by another Party or by a Non-Party in connection with this case only for
4 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
5 disclosed by any party only to the categories of persons and under the conditions described in
6 this Order. When the litigation has been terminated, a Receiving Party must comply with the
7 provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and
8 maintained by all parties at a location and in a secure manner that ensures that access is limited
9 to the persons authorized under this Order.

10 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
11 ordered by the court or permitted in writing by agreement of both Designating Party and
12 Receiving Party, all parties may disclose any information or item designated
13 "CONFIDENTIAL" only to:

- 14 a) Counsel for any party to the action.
- 15 b) Paralegal, stenographic, clerical and secretarial personnel regularly employed by
16 counsel;
- 17 c) Court personnel including stenographic reporters engaged in such proceedings as
18 are necessarily incidental to preparation for the trial of this action;
- 19 d) Any outside expert or consultant retained in connection with this action and not
20 otherwise employed by either party;
- 21 e) Any "in house" expert designated by defendants to testify at trial in this matter;
- 22 f) Witnesses, other than the plaintiff herein, who may have the documents disclosed
23 to them during deposition proceedings; the witnesses may not leave the
24 depositions with copies of the documents, and shall be bound by the provisions of
25 this order;
- 26 g) Any Neutral Evaluator or other designated ADR provider;
- 27 h) Parties to the action; and

1 i) The jury, should the matter go to trial.

2 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
3 **OTHER LITIGATION**

4 If a Party is served with a subpoena or a court order issued in other litigation that compels
5 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that
6 Party must:

- 7 a) promptly notify in writing the Designating Party. Such notification shall include a
8 copy of the subpoena or court order;
- 9 b) promptly notify in writing the party who caused the subpoena or order to issue in the
10 other litigation that some or all of the material covered by the subpoena or order is
11 subject to this Protective Order. Such notification shall include a copy of this
12 Stipulated Protective Order; and
- 13 c) cooperate with respect to all reasonable procedures sought to be pursued by the
14 Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with the
16 subpoena or court order shall not produce any information designated in this action as
17 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
18 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
19 shall bear the burden and expense of seeking protection in that court of its confidential material –
20 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
21 Party in this action to disobey a lawful directive from another court.

22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
23 **THIS LITIGATION**

24 The terms of this Order are applicable to information produced by a Non-Party in this
25 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
26 connection with this litigation is protected by the remedies and relief provided by this Order.
27 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking

1 additional protections.

2 In the event that a Party is required, by a valid discovery request, to produce a Non-
3 Party's confidential information in its possession, and the Party is subject to an agreement with
4 the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of
6 the information requested is subject to a confidentiality agreement with a Non-Party;

7 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this
8 litigation, the relevant discovery request(s), and a reasonably specific description of the
9 information requested; and

10 (3) make the information requested available for inspection by the Non-Party.

11 If the Non-Party fails to object or seek a protective order from this court within 14 days
12 of receiving the notice and accompanying information, the Receiving Party may produce the
13 Non-Party's confidential information responsive to the discovery request. If the Non-Party
14 timely seeks a protective order, the Receiving Party shall not produce any information in its
15 possession or control that is subject to the confidentiality agreement with the Non-Party before a
16 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
17 burden and expense of seeking protection in this court of its Protected Material.

18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to
20 any person or in any circumstance not authorized under this Stipulated Protective Order, the
21 Party must immediately (a) notify in writing all Parties of the unauthorized disclosures, (b) use
22 its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person
23 or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d)
24 request such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
25 that is attached hereto as Exhibit A.

26 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
27 PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission of all parties or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Party's request to file Protected Material under seal pursuant to Civil Local Rule 141(b) is denied by the court, then any Party may file the information in the public record pursuant to Civil Local Rule 141(e)(1) unless otherwise instructed by the court.

1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined in paragraph 4, upon
3 written notification served by Producing or Designating Party, each Receiving Party must return
4 all Protected Material to the Producing Party or destroy such material. As used in this
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and
6 any other format reproducing or capturing any of the Protected Material. Whether the Protected
7 Material is returned or destroyed, the Receiving Party must submit a written certification to the
8 Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day
9 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was
10 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
11 abstracts, compilations, summaries or any other format reproducing or capturing any of the
12 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival
13 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
14 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
15 consultant and expert work product, even if such materials contain Protected Material. Any such
16 archival copies that contain or constitute Protected Material remain subject to this Protective
17 Order as set forth in Section 4 (DURATION).

18

19

SO STIPULATED.

20

21

DATED: April 25, 2025

/s/ James Cook (as authorized on)
JAMES A. COOK
Attorney for Plaintiff

24

DATED: April 28, 2025

/s/ Katelyn M. Knight
KATELYN M. KNIGHT
Assistant City Attorney
Attorney for Defendants CITY OF VALLEJO
and MATTHEW KOMODA

28

Case No. 2:24-cv-01199-CSK

**STIPULATED PROTECTIVE
ORDER**

1
2 **EXHIBIT A**
3

4 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**
5

6 I, _____ [print or type full name],
7 of _____ [print or type full address],
8 declare under penalty of perjury that I have read in its entirety and understand the Stipulated
9 Protective Order that was issued by the United States District Court for the Eastern District of
10 California in the case of Jones v. City of Vallejo, et al., Case No. 2:24-cv-01199-CSK. I agree to
11 comply with and to be bound by all the terms of this Stipulated Protective Order and I
12 understand and acknowledge that failure to so comply could expose me to sanctions and
13 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
14 except in strict compliance with the provisions of this Order.
15

16 I further agree to submit to the jurisdiction of the United States District Court for the
17 Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective
18 Order, even if such enforcement proceedings occur after termination of this action.
19

20 Date: _____
21

22 City and State where sworn and signed: _____
23

24 Printed name: _____
25

26 Signature: _____
27